



OFFICE USE ONLY	
Date Rec'd: _____	Staff Initials: _____
Violation: Y or N	EXISTING: Y or N
ACC Date: _____	BOND: Y or N

**ARCHITECTURAL CONTROL COMMITTEE
CANYON LAKE PROPERTY OWNER'S ASSOCIATION
PROPERTY LINE FENCE/WALL APPLICATION**

TRACT _____ LOT _____ PHONE: _____

OWNER

CONTRACTOR

NAME:		
SITE ADDRESS:		
MAILING ADDRESS:		
EMAIL:		

PROPERTY LINE FENCE/WALL: Additional Requirements. PC.6.2e Rules and Regulations

Additional Requirements for Fences, Walls or Other Improvements on or Adjacent to Neighboring Property Lines. The Member submitting the Application shall submit a survey of the property line(s) prepared by a California licensed professional land surveyor or a California licensed Civil Engineer and obtain a signed agreement from the adjoining property owner approving the placement of the improvement. This agreement / document must be notarized by the owners and thereafter recorded with the Riverside County Recorder's Office.

Please describe and numerically indicate improvement(s) below along with corresponding plot plan

Identify the type of improvement(s):

New Improvement Existing

I have read and understand the Architectural Control Committee procedures and requirements and the restrictive covenants for Canyon Lake, and will comply with all provisions set forth therein.

I understand that per PC.1.5, Canyon Lake Property Owners Association's review and/or approval does not relieve owners of any duties to obtain city permits nor does Canyon Lake Property Owners Association's review and/or approval reflect compliance with any public agency requirements.

I hereby grant permission to the Committee and/or its agents to make periodic inspections during reasonable hours to ensure that construction is in accordance with approved plans.

Approval of these plans shall not be construed to be a permit for, or approval of any violation of any of the provisions of the rules and regulations and governing documents of the Canyon Lake Property Owner's Association.

Signature of Property Owner

Date



CANYON LAKE
PROPERTY OWNERS ASSOCIATION

**ARCHITECTURAL CONTROL COMMITTEE
CANYON LAKE PROPERTY OWNERS ASSOCIATION
APPLICATION FOR PLAN APPROVAL**

TRACT _____ LOT _____

IMPROVEMENTS MUST BE COMPLETED NOT LATER THAN 180 DAYS FROM DATE OF PERMIT ISSUANCE. However, if construction has not started within 30 days from date of approval, the permit will expire and a new application with fees must be submitted for Committee consideration.

Approved by Architectural Control Committee:

Condition of Approval:

Date: _____

Rejected by Architectural Control Committee:

Condition of Rejection:

Date: _____

Comments:



CANYON LAKE PROPERTY OWNERS ASSOCIATION
CONFORMANCE AGREEMENT

This Agreement is entered into this _____ day of 20____ by and between Canyon Lake Property Owners Association (“Association”) and _____ (“Owner”).

Owner is the record fee owner of Lot _____ of Riverside County Tract No. _____. Said property shall be referred to herein as the “Property.” The Property is located within the common interest development known as Canyon Lake, and is subject to the Declaration of Restrictions recorded against the above-described Tract and the other governing documents of the Association, including the Association’s Rules and Regulations. The term “Governing Documents” as used herein shall be deemed to include the Declaration of Restrictions and Rules and Regulations.

The Governing Documents require Owner to apply for and obtain the written permission of the Association’s Architectural Control Committee (“ACC”) before any improvement upon the Property can be installed, constructed, altered or modified. The Governing Documents also require work on any installation, construction, alteration or modification of any improvement to be completed in a timely manner and per the time parameters set forth in the governing documents and as set by the Planning and Compliance Department. An extension of time may be granted by the ACC upon proof of justification for the extension. Failure to timely complete the improvement and/or seek an extension can result in the forfeiture of all or a portion of the Conformance Deposit which is the subject of this Agreement.

In connection with an application for ACC approval submitted by or on behalf of Owner, Owner has posted a Conformance Deposit in the amount of \$_____. Said Conformance Deposit is required to assure compliance with this Agreement and the Association’s governing documents. The Association and Owner enter into this regarding the use of the Conformance Deposit by the Association and the refund, if any, of the unused portion of the Conformance Deposit.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN ASSOCIATION AND OWNER AS FOLLOWS:

1. No improvement shall be installed, constructed, modified or altered upon the Property unless and until application for the same has been made to and approved, in writing, by the ACC. In the event the ACC gives written permission for the installation, construction, modification or alteration of any improvement or improvements upon the Property, Owner agrees to comply with the Association’s Governing Documents and any specific terms or conditions imposed by the ACC and that the installation, construction, modification or alteration shall be in strict compliance with the terms of the ACC approval.
2. Owner shall be responsible for all activity by contractors, subcontractors, material suppliers and their employees and agents and any others that perform work on the Property, including any violation of the



Association's Governing Documents, including but not limited to traffic and parking violations. Owner acknowledges and agrees that all such persons are his invitees. Owner shall be responsible for informing all his invitees of the Association's Rules and Regulations. Owner shall be liable for any violation of the Association's Governing Documents by any invitee, including any fine, assessment or other charge levied in connection therewith after Owner has been provided notice and an opportunity to be heard.

3. Owner's contractors and other invitees shall travel to and from the job site by the most direct route available and are not authorized to use Association recreational facilities or other amenities while they are in Canyon Lake for performance of work in connection with the Property.

4. Owner hereby consents to and grants the Association a right of entry upon the Property at any time to be used to inspect the Property and the improvements thereon and to be used by the Association or its contractor to remedy any violation upon the Property, including but not limited to removing trash, removing any improvement installed without ACC approval or modifying an improvement to bring the same into compliance with the terms of the ACC's approval.

5. The Conformance Deposit shall be held by the Association and applied, at the Association's sole discretion to:

- any fine levied against the Property,
- to cover and/or recoup any costs whatsoever, including administrative and legal costs, incurred by the Association in connection with the Property,

For example, the Association could apply all or a portion of the Conformance Deposit to cover the following: fines levied against any invitee of Owner; fines levied for construction violations; costs incurred by the Association in repairing damage to Association property caused by Owner's contractor or other invitee; costs incurred by the Association in curing a violation on the Property; costs incurred in removing or altering an improvement upon the Property; however, before any funds, other than the non-refundable portion referenced above are deducted from the Conformance Deposit, Owner will be provided notice of purposed reduction and provide an opportunity to be heard.

The foregoing list is illustrative only and in no way represents the only situations where the Association could apply all or a portion of the Conformance Deposit.

6. If Owner notifies the Association, in writing, that the improvement(s) for which the Conformance Deposit was deposited have been completed in accordance with the ACC's approval, and the ACC agrees with the same, the Association will mail the unused portion of the Conformance Deposit, if any, to the Owner's address of record with the Association. Under no circumstances shall Owner be entitled to any interest on any portion of the Conformance Deposit. If the ACC determines that there are deviations from the approved Plans, the Deposit shall not be refunded until all deviations are brought into compliance with the approved Plans. If no



written request for return of a Conformance Deposit is made by Owner within two years from the date when the Conformance Deposit is posted with the Association, the Conformance Deposit will be deemed forfeited to the Association.

7. When a Conformance Deposit, or the remaining portion thereof, is to be returned, it shall be returned by the Association to the current record Owner(s) of the Property. Thus, for example, if there has been a change in the record ownership of the Property between the time when the Conformance Deposit is posted with the Association and the time for return of the unused portion of the Conformance Deposit, the Conformance Deposit shall be returned to the new owner of the Property. Similarly, if a contractor posts a Conformance Deposit, the return of any unused portion shall be to then current record Owner.

8. Without limiting any of the foregoing, Owner agrees to comply with, and ensure that all persons performing any work on the Property or delivering materials to the Property shall adhere to the Association's Rules and Regulations including, without limitation, the following specific rules:

- Maintain a clean job site at all times;
- No use of Association property for storage of equipment or materials;
- Schedule and pass a setback inspection before any footings are poured;
- Install ACC approved groundcover on the Property within the time frame required by the Association; and
- No loud music or radios.

9. If at any time the amount of the Conformance Deposit falls below two thirds (2/3rds) of the amount originally required to be posted, Owner agrees to immediately deposit additional sums with the Association in an amount sufficient to return the Conformance Deposit to the originally required level. Until the Conformance Deposit is so replenished, an automatic stop work order shall be in effect.

10. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.

11. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of the County of Riverside, State of California. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

12. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any and all prior discussions, negotiations, agreements, commitments or understandings related hereto, if any, are hereby merged and incorporated herein. No representations, oral or



otherwise, express or implied, other than those specifically contained herein, have been made among the parties with respect to the subject of this Agreement. No other agreements not specifically contained herein, oral or otherwise, shall be deemed to exist or to be binding on the parties with regard to the subject matter of this Agreement.

13. The terms of, and the duties and obligations imposed by, this Agreement shall be binding upon any Owner and any Owner's successors, assigns or transferee.

14. In the event of any violation of the Association's Governing Documents at the Property, application of all or part of the Conformance Deposit and/or forfeiture of the same shall not be the Association's exclusive remedy and the Association may take enforcement action, including but not limited to, the filing of a lawsuit in combination with or in lieu of applying the Conformance Deposit or deeming it forfeited.

IT IS SO AGREED

Owner(s):

(Name of Owner)

(Name of additional Owner)

(Signature)

(Signature of additional Owner)

Site Address:

Mailing Address:

Home Phone: _____

Work Phone: _____

Cell Phone: _____



ARCHITECTURAL CONTROL COMMITTEE
Planning and Compliance
Property Line Fence/Wall Agreement Form

PC.6.2e Additional Requirements for Fences, Walls or Other Improvements on or Adjacent to Neighboring Property Line - The Member submitting the application shall submit a survey of the property line(s) prepared by a California licensed professional land surveyor or a California licensed civil engineer and obtain a signed agreement from the adjoining property owner approving the placement of the improvement. This agreement / document must be notarized by the owners and thereafter recorded with the Riverside County Recorder's Office.

PC.6.2e requires written agreement between neighbors to erect a fence or wall on the property line. The intent of this regulation is to avoid future conflicts that may arise.

Property submitting application:

Tract/Lot: _____ Property Address: _____

Please describe proposed improvement and attach plot plan as "Exhibit A":

Property line fence

Property line wall

Dimensions: _____

Type of Material: _____

Description of location: _____

This agreement is made this _____ day of _____, _____ between or among:

TRACT: _____ **LOT:** _____

Property Owner:

Address:



TRACT: _____ **LOT:** _____

Property Owner:

Address:

TRACT: _____ **LOT:** _____

Property Owner:

Address:

TRACT: _____ **LOT:** _____

Property Owner:

Address:

who agree that a (**fence/ wall**) may be erected on the property line(s) separating the above-listed owners' properties, as indicated on the attached plot plan, labeled "Exhibit A".

Execution of this agreement indicates that the undersigned property owners agree that the proposed (**fence/wall**) location corresponds with the property line(s) between affected properties. Owner(s) agree to maintain the proposed (**fence/wall**) at all times with an approved Architectural Control Committee (ACC) permit and in accordance to the CC&Rs, rules and regulations, and/or governing documents of Canyon Lake Property Owners Association.

This agreement shall be binding upon and inure to the benefits of the parties and their respective heirs, executors, administrators, successors in interest and assigns.



I understand that this agreement shall not be construed to be a permit for or approval of any violation (s) of the CC&Rs, rules and regulations, and/or governing documents of Canyon Lake Property Owners Association.

I understand that per PC.1.5, Canyon Lake Property Owners Association's review and/or approval does not relieve owners of any duties to obtain city permits nor does Canyon Lake Property Owners Association's review and/or approval reflect compliance with any public agency requirements. I further understand that the Canyon Lake Property Owners Associations' review and/or approval of the fence/wall is not an opinion as to the validity or scope of the boundaries of the subject properties and/or the rights of the property owners to use or possess the properties in issue.

As agreed by:

Tract/Lot: _____

Print Property Owner's Name

Owner's Signature

Tract/Lot: _____

Print Property Owner's Name

Owner's Signature

Tract/Lot: _____

Print Property Owner's Name

Owner's Signature

Tract/Lot: _____

Print Property Owner's Name

Owner's Signature

See Next Page for Notary Acknowledgment



NOTARY ACKNOWLEDGMENT

Attachment to Property Line Fence/Wall Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF RIVERSIDE)

On _____, 2018, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature)

(Seal)